REMARKS

Claims 1-10, 12-21 and 36-51 are pending. By this Amendment, claims 23, 24, 26-28 and 30 are cancelled.

This Amendment should be entered after final rejection at least because it merely cancels claims. Moreover, as detailed below, this Amendment places this application in condition for allowance.

Claims 23, 24, 27 and 28 stand rejected under 35 U.S.C. §103(a) over U.S. Patent No. 5,960,411 to Hartman et al. in view of U.S. Patent No. 5,666,493 to Wojcik et al. In addition, claims 26 and 30 stand rejected under 35 U.S.C. § 103(a) over Hartman et al. in view of Wojcik et al., and further in view of U.S. Patent No. 6,650,761 to Rodriguez et al. These rejections are moot in view of the cancellation of claims 23, 24, 26-28 and 30.

Claims 1-10, 12-21, 36 and 42 stand rejected under 35 U.S.C. §103(a) over Hartman et al.[1] This rejection is respectfully traversed.

Independent claims 1 and 12 recite that: (i) product selection information, for use by a first party that carries products, does not include any of the payment information that is sensitive and that was contained in the user information; and (ii) product delivery information, for use by a second party that delivers products, also does not include any of the payment information that is sensitive and that is contained in the user information. Independent claims 36 and 42 recite that at least one of the product selection information and the product delivery information does not include any of the payment information that is sensitive. Independent claims 12 and 42 further recite that the product selection information

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[1] Although item 5 located on page 4, lines 1-3 of the Office Action only indicates that claims 1-10, 12-21, 36 and 42 are rejected over Hartman et al., it appears from the ensuing discussion in the Office Action that claims 37-41 and 43-51 also should have been included in this rejection. Thus, this rejection will be treated as if it is applied against claims 1-10, 12-21 and 36-51.

is sent to a terminal of the first party that carries the products, and that the product delivery information is sent to a terminal of the second party that delivers the products. Independent claims 48 and 49 recite that: (i) the product selection information, for use by a first party that carries products, includes only information that is necessary to the first party to fill a product request, and (ii) the product delivery information, for use by a second party that delivers products, includes only information that is necessary to the second party to deliver a purchased product. Thus, independent claims 1, 12, 36, 42, 48 and 49 relate to controlling the information that is sent to a first party that carries products (i.e., a product provider) and to a second party that delivers products (a product deliverer).

Hartman et al. does not disclose or suggest controlling the flow of information to a product carrier or product deliverer. Hartman et al. is only concerned with minimizing the flow of sensitive information between a client (i.e., a customer/purchaser) and a server that processes a purchase request from the purchaser. See, for example, col. 3, lines 33-37 of Hartman et al. Hartman et al. achieves this goal by assigning a "unique client identifier" to each client of the system. For a client that has been registered, only the unique client identifier needs to be exchanged between the client and the server, rather than exchanging the sensitive client information. See, for example, col. 3, line 37 - col. 4, line 3. The server of Hartman et al. is not the party that carries the products and is not the party that delivers the products. For example, at col. 8, lines 5-6, Hartman et al. indicates that the server forwards information (including sensitive information) to the shipping party.

Accordingly, while the Office Action is correct in stating that Hartman et al. teaches that it is desirable to minimize the transmission of sensitive information (see, for example, col. 2, lines 14-16 of Hartman et al.), Hartman et al. obtains this goal in a way that is different from what is recited in the claims of the present application. As described, for example, in the paragraph bridging pages 3 and 4 and at page 9, line 31 - page 10, line 3 of the present
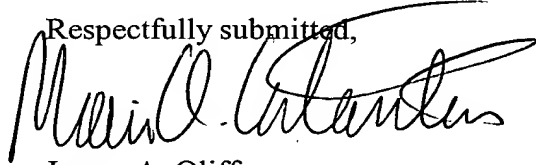
specification, the aspect of the invention recited in independent claims 1, 12, 36, 42, 48 and 49 seeks to reduce and/or eliminate the transmission of sensitive information to a party that carries products and/or to a party that delivers products. Hartman et al. does not disclose or suggest such features, but merely discloses a process for reducing or eliminating the transmission of sensitive information between a client and a server that processes a purchase request. Accordingly, Hartman et al. does not disclose or suggest what is recited in the pending claims of this application.

Recognition of an unsolved problem by the prior art does not render the solution obvious. *Cardiac Pacemakers, Inc. v. St. Jude Medical Inc.*, Slip Opinion, page 8 (Fed. Cir. August 31, 2004). Recognition of a need does not render obvious the achievement that meets that need. *Ibid*. As noted above, Hartman et al. discloses a procedure that is different from Applicant's claims, and in fact teaches the opposite of what is claimed, for example, at col. 8, lines 5-6. Thus, Hartman et al. does not render the claims obvious.

In view of the foregoing, Applicant respectfully submits that this application is in condition for allowance. Favorable reconsideration and prompt allowance are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact Applicant's undersigned attorney at the telephone number listed below.

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